

BK 0427 PG 0147

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Lake Forest Subdivision

Property Owners Association STATE MS. DESOTO CO. (P)

040-1-00-T

Do not record above this line

AUG 29 11 49 AM '02

TEMPORARY EASEMENT

BK 427 PG 147
W.E. DAVIS CH. CLK.

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of sixteen thousand and
no/100 Dollars (\$16,000.00)

the receipt and sufficiency of which is hereby acknowledged, I/or we,
the undersigned hereby grant, sell, convey and warrant unto the
Mississippi Transportation Commission for public improvements,
grading, sodding, and other construction purposes on Federal Aid
Project No. 46-0021-01-026-10
100186/201000, a temporary easement through, over, on and across the
following described land:

INDEXING INSTRUCTIONS: Southwest 1/4 of Section 25,
Township 1 South, Range 9 West,
Desoto County, Mississippi

Begin at a point that is 22.000 meters (72.178 feet)
Northerly of and perpendicular to the centerline of survey
of Federal Aid Project No. 46-0021-01-026-10
(100186/201000) at Highway Survey Station 4+675; from said
point of beginning run thence North 16° 41' 19" West, a
distance of 28.589 meters (93.796 feet) to a Northern line
of grantors property; thence East along said Northern
property line, a distance of 0.107 meters (0.351 feet) to a
Western line of grantors property; thence North 10° 16' 42"
West along said Western property line, a distance of 70.209
meters (230.344 feet) to a Southern line of grantors
property; thence West along said Southern property line, a
distance of 1.685 meters (5.528 feet); thence North 10° 51'
29" East, a distance of 93.208 meters (305.801 feet) to a
point that is 210.000 meters (688.976 feet) Northerly of
and perpendicular to the centerline of survey of said



Lake Forest Subdivision
Property Owners Association
040-1-00-T
Page 2

project at Station 4+670; thence North 74° 32' 59" East, a distance of 93.408 meters (306.457 feet); thence South 54° 42' 31" East, a distance of 104.043 meters (341.348 feet); thence South 33° 36' 58" East, a distance of 108.167 meters (354.879 feet) to a point that is 85.000 meters (278.871 feet) Northerly of and perpendicular to the centerline of survey of said project at Station 4+905; thence South 00° 04' 26" West, a distance of 61.000 meters (200.131 feet); thence North 89° 55' 34" West along a line that is 24.000 meters (78.740 feet) Northerly of and parallel with the centerline of survey of said project, a distance of 80.000 meters (262.467 feet); thence South 85° 30' 00" West, a distance of 25.080 meters (82.283 feet) to a point that is 22.000 meters (72.178 feet) Northerly of and perpendicular to the centerline of survey of said project at Station 4+800; thence North 89° 55' 34" West along a line that is 22.000 meters (72.178 feet) Northerly of and parallel with the centerline of survey of said project, a distance of 125.000 meters (410.105 feet) to the point of beginning, containing 4.132 hectares (10.211 acres), more or less, and being situated in and a part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Township 1 South, Range 9 West, Desoto County, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. 46-0021-01-026-10 100186/201000, in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above



Lake Forest Subdivision
Property Owners Association
040-1-00-T
Page 3

described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.



Lake Forest Subdivision
Property Owners Association
040-1-00-T
Page 4

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures the fifteenth Day of August, A.D., 2002.

Lake Forest Subdivision Property Owners Association
by: Larry Mabrey, President by: Elaine Nicholas VP
Witness: [Signature] Witness: [Signature]

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Acct. No. 46-0021-01-026-10 na
100186/201000



Grantor Address:
Lake Forest Subdivision Property
Owners Association
P.O. Box 423
Walls, Ms. 38680
Phone Number: (662) 781-2312
Business No. (662) 781-2135

Lake Forest Subdivision Property Owners Association

040-1-00-T

Page 5

STATE OF MISSISSIPPI

County of Hinds

Personally appeared before me, the undersigned authority, Shelton E. McKay, the subscribing witness to the foregoing instrument, who being first duly sworn, depose and saith that he saw the within named Eloise Nicholson and Larry J. Nabors, who acknowledged that they are Vice President and President, respectively of Lake Forest Subdivision Property Owners Association, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed execute the foregoing instrument, after first having been duly authorized by said corporation so to do, and deliver the same to the said Mississippi Transportation Commission, a body corporate by statute, and that he, this Affiant, subscribed his name as witness thereto in the presence of the said Eloise Nicholson and Larry J. Nabors on August 15, 2002.


Affiant

Sworn to and subscribed before me this the sixteenth day of August, 2002.


Notary Public TitleMISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 28, 2004
BONDED THRU STEGALL NOTARY SERVICE

Project No. 46-0021-01-026-10
 Parcel No. 040-1-00-T
 County De Soto

Whereas, at a special meeting of the Board of Directors of this Corporation duly held on the fifteenth day of August, 2002 ~~2000~~, the board duly passed a resolution authorizing the sale, conveyance, and transfer of certain property to the Mississippi Department of Transportation for the sum of \$ 16,000.00;

Be it resolved that Larry J. Nabors, ^{SP} ~~and~~ ^{JM SP} ~~President~~
and Eloise Nicholson, Vice President

^{SP JM} ~~is~~ are hereby authorized, empowered and directed to execute and deliver unto the Mississippi Transportation Commission a ~~deed~~ ^{SP JM} Temporary Easement to acres of land as described above.

That the principal terms of the transaction and the nature and amount of the consideration, and the resolution of the board of directors hereinabove set forth, be and the same hereby are approved by the stockholders of this corporation as set forth by its charter, said approval is recorded in Corporation Minute Book R at Page 66.

ATTEST:

Larry J. Nabors
 Treasurer Secretary
^{SP JM}

Larry J. Nabors
 Chairman of Board President

Lake Forest Subdivision Property Owners Association

Name of Corporation

P.O. Box 423

Address

Walls, Ms. 38680

